

1884-024 Chancery Causes: John D. Sharp vs. William P. Miller
Lee Co.

CA-Debt
T-Property

-Deed

To the Hon John A. Kelly Judge of the circuit
Court of Lee County Virginia

Your Orator John D. Sharp humbly complaining
respectfully sheweth to your Honor that on the
2nd day of October 1875 he sold to one William
P. Miller a certain piece or parcel of land lying
and being in said County of Lee, and on the day last
aforesaid the said William P. Miller executed to
your Orator a bond for the purchase price thereof
which is in the words and figures following "I
hereby agree to pay John D. Sharp at the rate of
eleven dollars, with interest from date per acre ~~the~~
two years from date, for a certain lot or parcel
of land this day sold by said Sharp to me for
which I hold as of this date his title bond, and
as to this debt I hereby waive ~~the benefit~~ all
homestead and personal property exemptions, with
my hand and seal this 2nd Oct 1875. Wm. P. Miller (Seal)"

Your Orator further states, that by an agreement
in writing endorsed on the back of said bond in
the words following to wit "We J. D. Sharp & Wm. P. Miller
mutually agree that the within mentioned land
measured Seven and one half acres, J. D. Sharp & Wm. P. Miller
that the said William P. Miller thereby acknowledged
taken in connection with the face of said bond that
he was indebted to your Orator in the sum of
\$82.50 with interest from Oct. the 2nd 1875, and
payable two years thereafter, which bond with
said endorsement is herewith filed marked (A) and
prayed to be considered as part of this bill.

Your Orator further states that at the time said bond for purchase price of said land was executed the said William P. Miller paid to him \$20.21 which is credited on the back thereof, and subject to this credit, the ~~balance~~ ^{the entire} of said purchase money for said land is now due and owing to your Orator,

Your Orator further states, that by deed bearing date April the 15th 1878. he conveyed to said William P. Miller the 7 1/2 acres of land referred to in said bond and agreement, reserving to himself the vendors lien for the unpaid purchase money and accruing interest thereon, and this deed your Orator filed in the clerks office of the county court of Lee County, to be delivered to the said William P. Miller when said purchase money should be paid, and the said deed of conveyance is herewith filed as a part of this bill marked (B)

Your Orator further states, that he is advised that he has a valid and subsisting lien on the 7 1/2 acres of land described in said Exhibit (B) and to enforce that lien is the object of this bill. Your Orator prays therefore, that the said William P. Miller be made a party defendant to this bill and that he be required to answer the same fully on oath that upon a hearing thereof a decree be rendered in favor of your Orator against said William P. Miller for \$82.50. with legal interest thereon from Oct 2 1875 till paid, subject to a credit of \$20.21 paid Oct 2-1875 that said land or so much thereof as is necessary

be decreed to be sold to pay said debt, and your
prayer for all general and special relief May
the Commonwealth writ of Subpoena issue directed
Morgan for Peff

\$41.15 paid to me. Dec 22 1881 out of which I returned attor
 fee of \$15.00 and I paid \$26.00 for \$4.89 & J. Miller's commission
 to go as a credit on the debt owed me.

6 4.50
 24 15.00
 3 5.00

\$20.03

Estimated 7.50

\$27.53

Or clh 36 July 1881

\$27.89

add for clh 3.30

John D. Sharp

vs. Bill in chij

William P. Miller

1880. Feb. Bill Filed, Spec.
 Executed & Decree nisi.
 " Mr. Decree nisi cou'd & set
 for hearing by Plff.
 " Mar. Decree & Cont'd.
 " Aug. Cou'd.
 1881 Mrs. Cou'd. Aug. Cont'd
 1882. Mr. cou'd. Aug & Mrs. Cou'd
 1883. Mr. Aug. & Mrs. cou'd.
 1884. March Decree final

John D. Sharpe Plff }
vs. } In lch.
Wm. P. Miller Dft }

It appearing from a written statement of the
Plffs attorney filed in the cause marked (A-B) that
the dft Miller has fully paid the debt and costs
due to the Plff, April 1880. It is therefore ordered
that the Plffs bill be dismissed & the cause stricken
from the docket. And the clerk of this court will
deliver to the dft Miller the plaintiffs deed to him
filed as an exhibit with his bill as exhibit (B)

John D. Sharp

as } Decm to 2 final

~~Wm. B. Miller~~

Entered page 367.

J. A. Hyatt
Clerk

Enter this

In A. E.

Mar 26/84

John D. Sharpe vs. W. P. Miller In Chy

This cause came on this day to be heard upon the
Plffs bill and exhibits therewith and was argued by counsel
and it appearing to the court that the Dft has been
duly served with process, and the cause regularly matured
and set for hearing, and the dft still failing to appear
and answer the Plffs bill is therefore taken for confessed.
On consideration thereof it is adjudged ordered and decreed
that the plaintiff recover of the defendant \$82.50. with legal
interest thereon from the 2nd day of Oct 1875 till paid subj-
ect to a credit of \$20.21 paid Oct 2nd 1875. and it is further
adjudged that the plff recover of the dft the costs of this
suit, And this recovery being for the purchase price of land
as to which the plff has a specific lien reserved. It is therefore
further adjudged ordered and decreed, that unless this decree
be paid to the plaintiff, within 20 days from the rising of
this court then that the 7 1/2 acres of land mentioned in
the Plffs bill be sold on a credit of 6 and 12 months
time with interest from date of sale except as to so much
as will pay the costs of suit and sale which will be requi-
red in cash, and to enforce this decree Henry J. Wargum
is appointed a commissioner to sell said land and before
doing so he will advertise the time terms and place of
sale for 30 days prior thereto at the court house door and
at one other place near where the land lies, and he
will report his action to the court and the cause is
continued

John D. Sharp

vs. { Deere

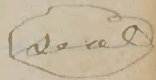
Wm. P. Miller

Entered on p 115
Teste Jas. W. Orr, Clerk

Enter
in A.K.
Sept. 1/80

I hereby agree to pay John D Sharp at the rate
of Eleven Dollars ^{with interest from date} per acre two years from date
for a certain lot or ^{or} parcel of land this day sold by
said Sharp to me, for which I hold as of this date
his title bond. And as to this debt I hereby waive
all homestead and personal property exemptions.
Witness my hand and seal this 2nd Oct^r 1875.

Jm P. Milled



We I. D. Sharp & Wm. P. Miller
mutually agree that the within mentioned
Land measured seven and
one half acres ^{30.88 acres} ^{Wm. P. Miller}

Wm. P. Miller
To } Bond
I. D. Sharp

Cr Oct 2nd 1873 by

\$20.21

(A)

This deed, this day made & entered
into on this day, by and between John
D. Sharp of the one part, and William
P. Miller, of the other part, both of Lee County,
Virginia, witnesseth that said Sharp, for &
in consideration of the sum of Eighty two
\$ $\frac{50}{100}$ Dollars, for which said Miller
has executed his bond to said Sharp, due
with interest from Oct 2nd 1876 } the payment of
2nd day of October — 1877, and for which
sum, said Sharp hereby retains a lien
on said land, doth grant, bargain and sell
to said Miller, and by these presents does
grant, bargain, sell and convey to said Mil-
ler, all his right, title & interest in & to a cer-
tain tract, or parcel of land, in Lee County
Virginia, about 2 $\frac{1}{2}$ or 3 miles, Northeast
of Jonesville, containing about ~~10~~ $\frac{7}{8}$ Acres, more, or
less, and bounded as follows, to wit, Beginning
at a Poplar, Black Oak, & Chestnut (Black Oak &
Chestnut down & gone,) thence N 38° W 36 poles
to a Black Oak, on an old line, thence S 43° W 62 po
to a Black Oak and White Oak Sapling, (both
gone) thence Eastwardly to the Beginning.
To have & to hold the said tract, or parcel
of land, with all its appurtenances to the
said Miller and his heirs, ^{assigns} forever. And
said Sharp hereby warrants generally
the title to said tract, or parcel of land to
said Miller. But it is distinctly understood
that said Sharp retains a lien on said
land to secure the payment of the said sum

chase money ^{with interest} Witness my hand and seal
this 15th day of April, A.D. 1878.

John D. Sharp 

See County Court clerks office the 22nd day of June 1878

I James W. Orr Clerk of the county Court of Lee county in
the state of Virginia do certify that John D. Sharp whose name
is signed to the foregoing deed bearing date April the 15th 1878
personally appeared before me in my said office and acknow-
-ledged said writing to be his act and deed

James W. Orr. Clerk.

John P. Miller

Know
} Deed

John D. Sharp

(B)

June 22 1878

John D. Sharp Peff
vs. } In lch
Wm P. Miller Deft

To the Hon, John A Kelly Judge of the Circuit
court of Lee County.

Since April 1st 1880 the date of the decree
in this cause, the Deft Miller has fully paid
the debt and costs decreed the Peff thereby.

Henry J. Morgan atts
for Peff Sharp

Feb 20 1884

J. D. Sharp

as } statement of atts.

W. C. Miller

(AB)

The Commonwealth of Virginia :

To the Sheriff of Lee County—Greeting.

We Command you to Summon

William P. Miller

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court-House, on the first Monday in *February*
next, being rule day, to answer a bill in Chancery, exhibited in our said Court against *him* by

John D. Sharp

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *28th* day
of *January* 1880, in the 10⁴th year of the Commonwealth.

James W. Orr Clerk.

John D. Sharpe

vs. } Spa in Ohio

Wm P. Miller

Feb. Rules 1880.

Executed by
delivering an office
copy of the within to
Wm P. Miller on July
2nd 1880
J. Miller &
per L. S. G. & Co